

ALAMEDA COUNTY SUPERIOR COURT
APPLICATION FOR APPOINTMENT TO ADR PANELS
including Judicial Arbitration, Mediation, Neutral Evaluation, and Private Arbitration

1. APPLICANT:

Applicant's Name: Jeff Park, Esq.
Firm Name: Phillip J. Griego & Associates
Address: 95 S. Market St., Suite 500
City/State/Zip: San Jose, CA 95113
Telephone: (408)293-6341 **Fax:** (408)293-1959
Email: jeff@griegolaw.com

2. PANEL REQUEST: *(All applicants are requested to serve as Judicial Arbitrators)*

Check each panel for which you are applying:

Judicial Arbitration X **Mediation** X **Neutral Evaluation** **Private Arbitration**

3. EDUCATION:

<u>Dates (from-to)</u>	<u>College/University/Law School</u>	<u>Degree Obtained</u>
9/87 - 6/90	Santa Clara University Law School	J.D.
1971 - 1975	Santa Clara University	B.S. in Commerce

4. LEGAL EXPERIENCE: State Bar No. 151747 **Date Admitted:** 12/90

A. Are you a member in good standing of the State Bar of California? X Yes No

B. Are you a retired judicial officer? Yes X No

Please describe when/where you last served as a judicial officer:

C. Are you actively engaged in the practice of law at this time? X Yes No

If not, are you retired from practice? _____ **Date retired:** _____

If your license is presently inactive, please explain:

D. Are you currently active in litigation practice? X Yes No

Approximately what percentage of your practice involves litigation? 45%

E. If your practice includes personal injury litigation, approximately what percentage of your practice involves the representation of: plaintiffs % ; of defendants %?

F. How many of the following have you personally handled as attorney of record in the past five years? Jury Trials ; Court Trials ; Mediations 3 ; Arbitrations 1 ;

G. Describe any legal publications or teaching you have done:

Presentation - 3/01- Guest Speaker for Mediation Class at Lincoln Law School, San Jose

Presentation - 8/9/00 - Developments in Employment Law to Automotive Service Council

Presentation - 3/1/00 - Mediation in Employment Law to Santa Clara County Bar Association members

Presentation - 1998 - Employment Law Development to San Jose Chamber of Commerce

Presentation - Unemployment Insurance to Human Resource Professionals

5. ADR TRAINING and EXPERIENCE

Course Title	Sponsoring Organization	Hours of Credit	Dates
Basic Mediation	DRPI, Santa Clara County Office of Human Rel.	40	1994
Multi-party Mediation	Bob Barrett, Susan Carpenter	6	1996
National Employment Enclave: The Success of Workplace ADR- AAA		6	1999
Taking the War Out of Our Words	Sharon Ellison	6	2004

A. Number of years experience as: mediator 10.5; arbitrator ; neutral evaluator 1;

B. List all other court-connected ADR panels of which you are a member, specifying the processes for which you have qualified:

Santa Clara County Superior Court - mediator, early neutral evaluator

San Mateo County Superior Court - mediator, early neutral evaluator (beginning 5/05)

Dispute Resolution Program Services, S. Clara County Office of Human Relations - mediator

C. State the name(s) of any organization(s) through which you have provided ADR services during the past five years, giving the dates and the services you provided:

Santa Clara County Superior Court - since 1999

Dispute Resolution Program Services, S. Clara County Office of Human Relations - since 1994

D. Describe the subject matter of five disputes in which you served as the ADR provider in the past 5 years, including the dates of service, the process and if you were sole or co-provider.

1. Religious discrimination in employment, 11-04, mediation, sole mediator

2. Overtime pay in construction, 5-04, neutral evaluator, sole neutral evaluator

3. Overtime pay, 8/03, mediation, sole mediator

4. Wrongful termination of employment, discrim., defamation, 1-03, mediation, sole mediator

5. Age discrimination, 7/01, mediation, sole mediator

E. Is your ADR style best described as X facilitative or evaluative/directive?

F. Describe any ADR related publications or training you have done: 1-05, Conflict Resolution

presentation to San Jose Chamber of Commerce BRN; Since 1998, Mediation Training Coach for Santa Clara County Office of Human Relations; 2-04, Guest Speaker on Mediation at San Jose State University; 10-03, ½ hour mediation presentation on television show "You and the Law"; 3-1-00, CLE presentation with Santa Clara County Bar Association ("SCCBA") "Mediation in Employment Law"; several other mediation presentations and co-authored an article in the Daily Journal.

G. Set forth your hourly fee or fee schedule, including any sliding scale or pro bono provisions.

Attach a copy of your fee agreement. (Please note: Judicial arbitrators waive compensation for the first three (3) hours of hearing time in Alameda County and all ADR panelists are requested to accept at least three (3) Judicial arbitration cases per year).

\$260/hr. for reviewing documents/brief, mediation sessions, and travel time over one-half hour in one direction. No administration fee.

6. AVAILABILITY/SPECIAL REQUIREMENTS

A. List any languages, other than English, in which you are able to conduct ADR proceedings:
Not applicable.

B. Please state any special bi-cultural/multi-cultural capabilities or familiarity you possess:

As an employment law attorney for more than 10 years I have dealt with many cultural and diversity issues.

C. You are available to conduct ADR conferences: X in your office; X at counsel's office; X other (please describe: locations convenient to the parties and their counsel)

D. You are available to conduct ADR proceedings: X during regular office hours; X evenings by appointment; X weekends by prior arrangement;

E. Please describe any requirements you have for ADR participants such as submission of

copies of pleadings, briefs, declarations in lieu of testimony, etc.: Copies of pleadings, briefs, and sometimes key documents or other materials are typically helpful for mediation and early neutral evaluation. I usually provide a letter to the parties describing how to prepare for mediation, which includes identifying parties' interests, options, alternatives, settlement standards, proposals, and non-legal factors which may have led to the litigation.

7. SUBJECT MATTER DESIGNATION

Please check each area below in which you are qualified by training/experience to provide ADR services, indicating the percentage it represents of your law practice, if any, and the ADR process(es) which you are prepared to offer in that area:

Case Type Accepted	% of Practice	Judicial Arb.	Mediation	Neutral Eval.	Private Arb.
Bankruptcy					
Business/Corp.					
Civil Rights					
Collections					
Construction	5%		Yes		
Contracts	15%		Yes	Yes	
Elder law/abuse					
Employment	75%		Yes	Yes	
-Discrimination	Yes		Yes	Yes	
-Harassment	Yes		Yes	Yes	
-Termination	Yes		Yes	Yes	
Environmental					
Fraud	5%		Yes	Yes	
False Imprison.					
Family Law					
HO Ass'n					
Insurance Cov.					
Intellect. Property					
Landlord-Tenant					
Legal Malpractice					
Maritime					
Med Malpractice					
Partnership					
P.I. – Auto					
P.I. – Other					
Premises Liability					
Probate/Trust					
Product Liab.					
Real Property					
Securities					
Tax					
Toxic Torts					
Wrongful Death					
Other: Employment					
- Wage and Hour			Yes	Yes	

Mediation Agreement

We, the undersigned parties ("Parties"), hereby agree to have Jeff Park ("Mediator") provide mediation services to resolve the dispute described below according to the following terms. Jeff Park agrees to serve as Mediator pursuant to the terms of this Agreement.

Case Description (Parties, Case No., Court, Nature of Case):

Disclosures:

The Parties agree that they have disclosed the names of the Parties, key witnesses, and counsel for the Mediator to do a conflict of interest check. The Mediator agrees that he has not found a conflict of interest with the names of the people the Parties have provided.

Voluntary Process:

The Parties recognized that mediation is a voluntary settlement negotiation and that the Mediator is not a judge and has no authority to force settlement on the Parties, nor enforce any agreement the Parties reach. The Mediator cannot guarantee the dispute will be resolved through mediation.

The Parties agree that any one of the Parties may end his, her or its participation in the mediation process at any time by serving written notice to all other Parties and the mediator by certified mail. The Parties agree that the course of our mediation shall be deemed to have begun with each Party's first contact with the Mediator and continue until all Parties sign a written settlement agreement or until the Parties and the Mediator receive a written notice that one of the Parties has withdrawn from the mediation.

Mediation Procedures:

The initial mediation session typically begins with the Parties together in the same room where the Parties will explain their case to the Mediator. Mediator can best assess a case and the Parties can best understand a case when the Parties are prepared to explain their non-legal issues related to the case as well as their legal issues. During the mediation, each Party should attempt to understand the case from every Party's perspective to allow the Parties to formulate a settlement that optimizes the interests of the Parties.

Caucuses:

The Mediator may hold sessions with each Party separately. These sessions are called caucuses and are designed to improve the Mediator's and the Party's understanding of the issues involved. The Mediator will keep the information disclosed in the caucus confidential unless the Party tells the Mediator he may disclose such information to the other Parties.

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Consulting with Attorneys:

The Parties are encouraged to consult with their attorneys regarding legal rights and obligations before, during and after the mediation sessions and before finalizing a settlement agreement. The Parties recognize that the Mediator will not give legal advice or legal counsel. The Parties agree that they each remain at all times responsible for determining whether a proposed settlement agreement is satisfactory.

Indemnification:

The Parties agree to hold the Mediator and his law firm harmless for any acts or omissions and indemnify him and his law firm against any and all claims related to or arising out of the mediation.

Fees:

The Parties understand and agree that fees for mediation services are \$260 per hour. The Parties agree to pay mediation fees as follows: **In order to reserve the initial mediation date**, the Parties agree to make a five-hour deposit of \$1,300 with the Mediator. This fee is due when each Party returns this Mediation Agreement and must be received at least **four days** ahead of the scheduled mediation date. This fee is fully refundable only if the mediation is cancelled or continued **at least 48 hours in advance** of the scheduled mediation date and time. If the mediation is continued more than 48 hours in advance of the scheduled mediation, then the deposit will be applied to the rescheduled mediation. If applicable, a statement for reading, researching, phone conferring, travel beyond one-half hour each direction and additional mediating time will follow the conclusion of the each mediation session. The mediation fees are divided evenly among the Parties. We acknowledge that, although we agree to divide the mediation fees, the Parties and their counsel are each liable for all of the fees until it is fully paid.

Confidentiality:

The Parties understand and agree that the mediation is entirely confidential. The Parties agree that no Party may compel production of the Mediator's records or notes related to the mediation, which includes notes of any mediation consultation prior to the scheduled mediation. The Parties agree that no Party may request the Mediator to testify about information obtained or communicated in the mediation.

The Parties agree that they shall not attempt to introduce into evidence at any other hearing, proceeding or process, including an administrative hearing, arbitration, or litigation, anything which was said or done in this mediation, or any document created in connection with this mediation, unless all Parties to this mediation and the Mediator provide their express prior written consent. The Parties agree and understand that in addition to the confidentiality provisions mentioned heretofore, this mediation is confidential pursuant to California Evidence

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Code Sections 703.5, 1115 - 1128, and other sections of the Evidence Code and/or equivalent sections of federal code.

This Mediation Agreement may be signed in counterparts and each such counterpart has the same force and effect as if the signatures of the Parties and the Mediator were obtained in one document.

The undersigned fully understand and voluntarily agree to the terms of this Mediation Agreement.

Date: _____

Date: _____

Date: _____

Date: _____

Date: _____

Date: _____

Date: _____

Date: _____

Date: _____

Date: _____

Date: _____

Mediator - Jeff Park

Early Neutral Evaluation Agreement

We, the undersigned parties (“Parties”), have selected Jeff Park and hereby agree to have Jeff Park (“Provider”) provide a non-binding early neutral evaluation (“ENE”) concerning the case described below according to the following terms. Jeff Park agrees to serve as Provider pursuant to the terms of this Agreement.

Case Description (Parties, Case No., Court, Nature of Case):

Disclosures:

The Parties agree that they have disclosed the names of the Parties, key witnesses, and counsel for the Provider to do a conflict of interest check. The Provider agrees that he has not found a conflict of interest with the names of the people the Parties have provided.

Date, Time, Place of ENE Session:

The Parties have agreed that the ENE session will be held at

Attendees:

The Parties agree that the person or people with full authority to settle the case will be present at the ENE session to hear the evidence and argument and settle, if the Parties decide to settle. All attendees will sign a confidentiality agreement.

Early Neutral Evaluation Procedures:

At least **five days** prior to the ENE session, the Parties agree to furnish the Provider with a writing that adequately explain the facts and law involved in the case, their position on the case, and the weaknesses of their opponent’s position. The Parties will also explain the discovery that has been conducted and the discovery that remains to be completed. The writing may be in the form of a brief or letter.

The Parties agree that between them they will provide a set of all pleadings to the Provider at least five days before the ENE session.

Review of letters, briefs, documents, and pleadings supplied by the Parties, the ENE session, and the Provider’s evaluation report are all considered part of the ENE.

At the ENE session, the Parties will have the opportunity to succinctly present their evidence and arguments. Key witnesses may be present and testify if counsel for the Party elects to have them present and testify. If witnesses cannot attend, then declarations may be provided instead. The

Provider may ask witnesses, Parties, and counsel questions during the process. No rules of evidence will apply. No objections or cross-examination will occur.

Following presentation of evidence, the Provider will take a small recess and make a preliminary evaluation of the case. Following the recess, the Parties may then engage in settlement discussions if desired. If the case settles, then the Provider will not provide a written evaluation. If the case does not settle, then the Provider will provide the Parties with a written evaluation if they request one.

The Parties agree that the objective of the ENE is to identify key evidence, understand the applicable law, and help the Parties determine the likely outcome of the case.

Indemnification:

The Parties agree to hold the Provider and his law firm harmless for any acts or omissions and indemnify him and his law firm against any and all claims related to or arising out of the ENE.

Fees:

The Parties understand and agree to pay fees for ENE services at a rate of \$260 per hour. Those services include reading and analyzing briefs, letters (case description, not engagement), and pleadings, holding the ENE session, and possibly providing a written ENE report following the ENE session. The Parties agree to pay ENE fees as follows: **In order to reserve the ENE session date**, the Parties agree to make a five-hour deposit of \$1,300 with the Provider. This fee is due when each Party returns this ENE Agreement and must be received at least **four days** ahead of the scheduled ENE session date. This fee is fully refundable only if the ENE session is cancelled or continued **at least 48 hours in advance** of the scheduled ENE session date and time. If the ENE session is continued more than 48 hours in advance of the scheduled ENE session, then the deposit will be applied to the rescheduled ENE session. If applicable, a statement for reading, researching, phone conferring, travel beyond 1/2 hour each direction and additional hearing time will follow the conclusion of the ENE session. The ENE fees are divided evenly among the Parties. We acknowledge that, although we agree to divide the ENE fees, the Parties and their counsel are each liable for all of the fees until it is fully paid.

Confidentiality:

The Parties understand and agree that the ENE is entirely confidential. The Parties agree that no Party may compel production of the Provider's records or notes related to the ENE, which includes notes of any ENE consultation prior to the scheduled ENE session. The Parties agree that no Party may request the Provider to testify about information obtained or communicated in the ENE. The Provider will not disclose confidential information provided during the ENE or submit a report to any court containing confidential information.

The Parties agree that they shall not attempt to introduce into evidence at any other hearing, proceeding or process, including an administrative hearing, arbitration, or litigation, anything which was said or done in this ENE, or any document created in connection with this ENE, unless all Parties to this ENE and the Provider provide their express prior written consent. The Parties agree and understand that in addition to the confidentiality provisions mentioned heretofore, the ENE shall be confidential as if the ENE was a mediation pursuant to California Evidence Code Sections 703.5, 1115 - 1128, and other sections of the Evidence Code and/or equivalent sections of federal code.

This ENE Agreement may be signed in counterparts and each such counterpart has the same force and effect as if the signatures of the Parties and the Provider were obtained on one document.

Non-Responsibility

The Parties agree that the Provider is not responsible for obtaining resolution of the case noted above.

The undersigned fully understand and voluntarily agree to the terms of this ENE Agreement. The undersigned agree to print their names and Party affiliation along side their signature.

Date: _____

Date: _____

Date: _____

Date: _____

Date: _____

Date: _____

Date: _____

Date: _____

Date: _____

Date: _____

Date: _____

Provider - Jeff Park